

for Plaintiffs' travel and lodging expenses. Defendants have refused payment, claiming *inadequate proof* of the amount of the Plaintiff's prior travel and lodging expenses in July.

Plaintiffs, who were unaware that they could expect reimbursement during their previous trip to Dallas, have provided such documentation as they have. Plaintiffs Michael Ostler and Valerie Ostler have given Defendants two airfare receipts from their trips in July, but the Defendants have not reimbursed the Ostlers for these items. Exhibits D and E. Plaintiffs have suggested the logical alternative of having the Defendants simply pay the cost of air fare and lodging for the September trial as listed in the published prices of well-known vendors, but to no avail. Defendants are demonstrating the same tactics by which they have unnecessarily prolonged this case for over three years.

For the September trial, Plaintiff Michael Ostler must travel from Dunkirk, New York (via Buffalo, NY) to Dallas at a cost of \$460.00 in airfare. Exh. A, *Airline Price Estimate (round trip)*. Plaintiff Valerie Ostler must travel from Circleville New York (via Newburgh, NY) to Dallas at a cost of \$460.00 in airfare. Exh. B, *Airline Price Estimate (round trip)*. Plaintiff Chris Behee will drive from Tulsa, Oklahoma to Dallas and therefore seeks \$120.00 (\$60.00 each way) for reimbursement of round-trip gasoline costs. Each Plaintiff requests \$300.00 in motel fees for two nights plus tax, based on a "standard room non-smoking" quote from Hotel Indigo at 1933 Main Street, Dallas, Texas 75201. Exh. C, *Hotel Quote*.¹ Therefore, Michael Ostler, Valerie Ostler, and Chris Behee request travel and lodging reimbursement in the total amount of **\$1,940.00**, calculated as follows:

¹ \$125.00 per night x 2 nights = \$250.00, plus some allowance for tax = \$300.00.

Michael Ostler Airfare	\$460.00
Valerie Ostler Airfare	\$460.00
Chris Behee Fuel	\$120.00
Hotel, 3 Plaintiffs, 2 days	\$900.00
Total	\$1,940.00

These costs are reasonable given the published price quotes from local vendors. Without an order compelling the Defendants to advance these costs, it is likely that these plaintiffs will be deprived of a day in court because of the Defendants' stalling tactics and failure to comply with the Court's prior order. Defendants argue they should only have to reimburse Plaintiffs for their *prior* trip to Dallas in July, and complain of the Plaintiffs' inadequate documentation of the cost of the previous travel and lodging expenses. However, in July, Plaintiffs were unaware that they would have a second trip or a reimbursement order, and therefore did not anticipate the need to prove their costs. Plaintiffs have, however, expended all they can without reimbursement. Instead of acknowledging the common-sense alternative of simply paying for the next trip at published retail prices, Defendants have chosen to make the Court resolve this issue.

Respectfully submitted,

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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF CONFERENCE

The undersigned attorney contacted counsel for Defendants in the following manner, on the following dates, in an effort to resolve this motion before seeking the court's intervention.

E-MAILS:

7/31/2013 – Email was sent to opposing counsel requesting reimbursement of Plaintiffs Michael Ostler and Valerie Ostler's airline travel. Receipts for same were attached.

7/31/2013 – Opposing Counsel responded asking for clearer copies of receipts.

8/19/2013 – Email was sent to opposing counsel again requesting for Plaintiff Chris Behee \$120.00 in gas money, reasonable lodging, and incidentals for two days in Dallas, requesting for Plaintiff Michael Ostler \$1,321.00, which consisted of \$1,021.40 reimbursement for travel and \$299.60 for hotel, incidentals, and travel to/from airport, and requesting for Plaintiff Valerie Ostler \$1,385.60, which consisted of \$1,085.60 reimbursement for travel and \$300.00 for hotel, incidentals, and travel to/from airport.

8/19/2013 – Opposing counsel requested verifiable receipts

8/20/2013 – Email was sent to opposing counsel indicating that tickets were paid for with cash, not credit card; therefore, receipts provided are all the documentation there is.

8/21/2013 – Email was sent to opposing counsel requesting answer to reimbursement.

8/21/2013 – Opposing counsel responded saying their client wants verifiable proof.

PHONE CALLS:

The attorneys for the parties conferred by telephone at least twice last week.

/s/Trang Q. Tran

Trang Q. Tran

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was forwarded on August 27, 2013, in the following manner to:

/s/ Andrew H. Iwata

Andrew H. Iwata

VIA NORTHERN DISTRICT ELECTRONIC FILING
NOTIFICATION OR ELECTRONIC MAIL

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ATTORNEYS FOR TIMELESS RESTAURANT, INC.
AND ANWAR T. AHMAD